

Exhibit A – Scope of Work

Overview

Yakama Nation Fisheries (Owner) is conducting an in-stream salmon habitat restoration project along Nason creek known as the Upper White Pine Sub-Reaches 3&4 Habitat Restoration Project.

The project site is located 3 miles west of the Nason creek WSDOT Rest Area on Hwy 2 (SR2). Across from the Ray Rock Springs Knife shop.

All work on this project will be directed by the Owner's Designated Representatives. All project specifications including technical specifications, engineered plan sheets, material standards, and quantities are contained within the attached **Exhibit D, Project Plans**. No changes to the Project Plan will be allowed without prior approval from the Designated Representatives.

The attached **Exhibit B** provides the contract Line Item Budget which is referenced to the Work Tasks described on the Specifications Sheet in **Exhibit D**. **Exhibit C**, outlines the payment plan associated with this contract. **Exhibit E** Addendum 1 provides information and clarifications pursuant to the required pre-bid site meeting

Designated Representative

The Owner's Designated Representatives for this project include Yakama Nation Habitat Biologist Jason Breidert as well as other Yakama Nation Habitat Biologists associated with the Yakama Nation Upper Columbia Habitat Restoration Project and construction oversight staff provided by the engineering firm who produced the project plan set.

Project Tasks

All Project Tasks will be completed as per **Exhibits D and E**. Major project elements include but are not limited to the following:

- Mobilization
- Procure Materials
- Procure Bridge
- TESC, SPCC Plan and Implementation
- Access/ Temporary Bridge
- Temporary Cofferdams
- Turbidity Control
- Excavation and Backfill
- Proper Disposal of Excavated Spoils
- Install Logs
- Stage Wood Mulch Piles
- Site Cleanup and Project Closeout

Contractors Obligations

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in **Exhibits D and E**.

Consistent Satisfactory Progress

Consistent satisfactory progress in construction of this project will be required.

Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed for a period of 10 consecutive days, the contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the contractor's demonstrated ability to perform all work tasks described in Exhibits D and E within the permitted in-water work windows. If it appears that the contractor is unable to complete the project tasks within the permitting work window the contractor may be given a notice of contract cancellation. The Owner's Designated Representatives will monitor progress closely.

Project Timeline and Construction Hours

The In- Water Work Window for this project is runs from July 1st – August 8th provided that there are no steelhead redds within 100ft downstream of the crossing/bridge location.

Fish Removal

In-water construction activities will require fish removal of all isolated in-water work sites. Fish removal will be conducted in a timely manner by the Owner's Designated Representatives and the time taken to implement proper fish removal protocols will be considered incidental to the contractor's work tasks.

Standby Time

The contractor shall notify the Owner in advance of any intent to charge for standby time. Prior to invoicing for any standby time, the contractor must receive notice in writing from the Owner's Designated Representatives that standby time is an applicable charge due to construction halting events related to environmental or permitting conditions outside of the control of the Owner or the Contractor. Standby time will be calculated at the daily rate per piece of equipment as per the Contractors bid price. Standby time charges will only apply to full work days where construction activities are not possible and will not be prorated by partial work days or hours on standby.

Davis Bacon Wages

Davis Bacon Wages Apply to this contract. The winning contractor will adhere to the Davis Bacon rules and comply and submit all necessary paperwork and certified payroll to the Yakama Nation upon completion of the contract.

Dust Abatement

Contractor will provide dust abatement as per County and Local ordinances.

Fire Suppression

The contractor will be familiar with and prepared for the requirements associated with IFPL Levels II & III and the restrictions associated with those.

Road Signage

The Contractor will observe all road signage regulations regardless of the project location and **as per Exhibit D if applicable.**

Utilities Location

The Contractor will locate all utilities prior to any excavation.

Communication with Landowners

The Contractor expressly agrees that Contractor and his staff will not communicate with

the Landowner in any manner, whether it be in regard to the project or otherwise, without express permission from, or the presence of the Designated Representative.

Exclusivity

During the term of this Agreement, including time taken for mobilization and demobilization of construction equipment, Contractor shall not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Contractor shall require in all contracts with subcontractors, that subcontractors not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Any additional work conducted on the property designated in this Agreement by Contractor without the express consent of the Designated Representative shall constitute a material breach of this Agreement, thereby relieving the Yakama Nation from all payment obligations to the Contractor.